

ORIGINAL

CLERK OF DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
FILED

2022 APR 27 PM 2:05

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IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

CASE NO. _____

GEOFFREY WATTIKER
Plaintiff, Pro Se

v.

ELSENBARY ENTERPRISES, INC.,
D/B/A ELSENBARY HAULERS,
TAGHRID TRANSPORTATION, INC.
TAGHRID RAGAB,
MEDO HASSAN,
MARKEL INSURANCE COMPANY,
Defendants.

3-22CV0940-B

COMPLAINT AND
DEMAND FOR A JURY

Plaintiff, GEOFFREY WATTIKER (hereinafter, "Plaintiff" or "Wattiker"), as and for his
complaint against Defendants, alleges as follows:

JURISDICTION OF THE COURT

{1} Plaintiff invokes the jurisdiction of this Court under Title 28, Section 1331 of the
United States Code in respect of the first count in this complaint, and under Title 28, Section
1332(a)(1) of the United States Code, as well as pendant and supplemental jurisdiction as to the
remaining counts. The amount of damages exceeds \$10,000.00

VENUE

{2} Venue is proper for this action under 28 USC 1391(b)(2) and (3) because the damaged cargo described in this Complaint was delivered to Plaintiff in this district by Defendants, Elsenbary Enterprises Inc. D/B/A Elsenbary Haulers, (hereafter, "Elsenbary"), and Taghrid Ragab, (hereafter "Ragab"), and Medo Hassan, (hereafter, "Hassan"). Upon information and belief, all of the Defendants do business within this District.

THE PARTIES

{3} Geoffrey Wattiker, ("Plaintiff"), a person of full age and majority, and is a citizen and resident of Dallas, Texas, whose address is 5208 Longview Street, Dallas, TX 75206.

{4} Elsenbary is a corporation organized and existing under the laws of the State of North Carolina with it principal address at 1606 Bay Meadows Ave. N.W. Concord, North Carolina. Its registered agent for the service of process is Defendant Medo Hassan who has the same address as the corporation.

{5} Medo Hassan is the President of Elsenbary. He is a resident of the State of North Carolina, and he resides at the address listed above.

{6} Elsenbary engages in interstate motor vehicle transportation, including in and through the State of Texas. It operates two or more trucks with one or more single-vehicle or multi-vehicle carrier trailers designed to transport motor vehicles. It is licensed by United States Department of Transportation as an interstate motor carrier.

{7} According to documents filed with the US DOT, Elsenbary has two drivers, and upon information and belief, Hassan and Ragab are the sole owner-operators, and are also drivers employed by Elsenbary. Upon information and belief, Hassan and one other individual were the drivers of the truck which delivered the Vehicle in damaged condition.

{8} Taghrid Transportation, Inc.(hereinafter, "Taghrid"), is a corporation organized and existing under the laws of the state of North Carolina, with its principal address at 1606 Bay Meadows Ave. N.W.. Concord, North Carolina, and its registered agent for service of process is Medo Hassan at the same address. Upon information and belief, Taghrid Transportation is an alternate name used by Elsenbary.

{9} Markel Insurance Company, ("Markel"), is a corporation organized and existing under the laws of Illinois, with its principal place of business located at 4521 Highwood Parkway, Glen Allen, Virginia, 23060. Markel is a wholly owned subsidiary of Markel Corporation, and its registered agent for the service of process is CT Corporation System, 4701 Cox Rd., #285, Glen Allen, Virginia, 23060.

GENERAL FACTS

{10} Elsenbary is a contract carrier specializing in the transport of motor vehicles in intrastate and interstate commerce.

{11} Taghrid Ragab and Medo Hassan are the owners and operators of both Elsenbary and Taghrid.

{12} Markel Insurance is in the business of providing various types of liability, property and casualty insurance, including cargo coverage to businesses engaged in commercial interstate trucking. According to documents maintained by the Federal Motor Carrier Safety Administration, at all times relevant to this complaint Markel provided cargo insurance coverage to Elsenbary under policy number IMTR0512.

{13} On or about October 19, 2021, Plaintiff offered to contract with Defendants Elsenbary, Taghrid, Ragab, and Hassan to transport a motor vehicle, to wit, a 1965 Alfa Romeo GT, (the "Vehicle"), from a location in Cologne , Minnesota to a location in Forney, Texas.

{14} This offer was made through a company named Central Dispatch, and was accepted by Elsenbary, Hassan, Ragab and Taghrid.

{15} On or about October 20, 2021 Elsenbary, Hassan and Ragab picked up the Vehicle in Minnesota in good condition and with no exceptions.

{16} When the Vehicle was delivered by the Defendants to the Plaintiff in Forney, Texas, the Vehicle had suffered severe damage resulting in the rear portion of the Vehicle being crushed.

{17} The damage to the vehicle was the fault of the Defendants, and was not an act of God, or the public enemy, or an act of war, or an act or default of the shipper, or the public authority, nor was it due to the inherent vice or nature of the goods transported.

{18} At the time of delivery there were two drivers who unloaded the Vehicle and immediately removed themselves from the scene. In particular, they unloaded the damaged Vehicle and quickly drove away from the scene at the delivery location.

{19} Plaintiff immediately notified the Defendants of his claim against them and demanded payment.

{20} None of the Defendants have paid anything to compensate Plaintiff for damage to the vehicle.

COUNT I

STRICT LIABILITY UNDER 49 USC 14706,

(THE CARMACK AMENDMENT)

{21} The allegations of paragraphs 1 through 20 are hereby repeated and realleged as if set forth fully herein.

{22} Pursuant to 49 USC Section 14706, a motor carrier is strictly liable for damage to cargo while entrusted to it in interstate commerce.

{23} Therefore, Elsenbary, Ragab and Hassan and Taghrid are strictly liable to the Plaintiff for the damage alleged above.

COUNT II

BREACH OF CONTRACT

{24} The allegations of paragraphs 1 through 23 are hereby repeated and realleged as if set forth fully herein.

{25} The Defendants were obligated by their agreement with the Plaintiff to carefully and safely transport the Vehicle from Montana to Forney, Texas.

{26} The Defendants agreed to perform all work in a good and workmanlike manner and to the full satisfaction of the Plaintiff.

{27} The Defendants agreed to take all reasonable precautions for the safety of the Vehicle under their custody, care and service.

{38} The Defendants also agreed that the work would be performed in accordance with generally accepted professional standards, and with due diligence.

{29} The Defendants breached this agreement in that they did not perform the work according to the agreement, did not take reasonable precautions for the safety of the Vehicle, and did not perform the contract in accordance with generally professional standards.

{30} As a result of the Defendants' breach, the Vehicle was delivered in damaged condition, causing the Plaintiff to suffer monetary damages.

COUNT III

NEGLIGENCE

{31} The allegations of paragraphs 1 through 30 are hereby repeated and realleged as if set forth fully herein.

{32} The Defendants owed Plaintiff a duty to use ordinary and reasonable care in the loading, transporting and unloading of the Vehicle.

{33} The Defendants failed to use ordinary and reasonable care in the loading, transporting and unloading of the Vehicle in that they:

- a. Loaded the vehicle in a careless and improper manner,
- b. Failed to secure the Vehicle and its doors,
- c. Caused the Vehicle to collide with the trailer,
- d. Caused the Vehicle to collide with other objects,
- e. Failed to secure the Vehicle with coverings appropriate to the conditions,
- f. Exposed the Vehicle to damage from weather, including hail, wind, and windstorm,
- g. Damaged the Vehicle while it was in their possession,

h. And negligently damaged the Vehicle in ways that may be discovered during the proceedings of this action.

{34} The Defendants' negligence directly and proximately caused damage to the Vehicle, and thereby to the Plaintiff.

{35} Plaintiff is a third party beneficiary under the contract of insurance that the insurance Defendant was required by the US Department of transportation to maintain on behalf of shippers, including the Plaintiff, to cover damage to cargo caused by the Defendants. Consequently, Defendant Markel is liable to the Plaintiff for the damages described herein.

DEMAND FOR TRIAL BY JURY

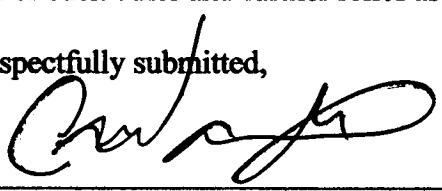
{36} The Plaintiff hereby demands a trial by jury on all issues so triable.

WHEREFORE, the Plaintiff prays the Court as follows:

1. That the Plaintiff have and recover the actual damages suffered by Plaintiff in the amount of **\$17,500.00**,
2. That the Plaintiff have and recover of the Defendant, the costs of this action, including reasonable administrative fees.
3. For such other and further relief as the Court deems to be just and proper.

Respectfully submitted,

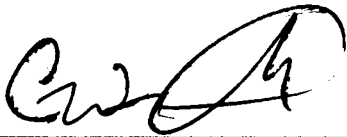
April 27, 2022



Geoffrey Wattiker, Pro se
5208 Longview St.
Dallas, TX 75206
469 769 0063
Porscherescue@Gmail.com

Certification

Under Federal Rule of Civil Procedure 11, by signing below, I certify to the best of my knowledge, information, and belief that this complaint (1) is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation, (2) is supported by existing law or by a non-frivolous argument for extending, modifying or reversing existing law, (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery, and (4) the complaint otherwise complies with the requirements of Rule 11 of the Federal Rules of Civil Procedure.



Geoffrey Wattiker
April 27, 2022

JS 44 (Rev. 04/21)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Geoffrey Wattiker

(b) County of Residence of First Listed Plaintiff Dallas, TX
(EXCEPT IN U.S. PLAINTIFF CASES)(c) Attorneys (Firm Name, Address, and Telephone Number)
Pro Se**DEFENDANTS**Elsenbary Enterprises, Inc., Medo Hassan, Taghrd Ragar,
Markel Insurance Company, Inc., ~~Frederick J. Information, Inc.~~
County of Residence of First Listed Defendant Dallas, TX
(IN U.S. PLAINTIFF CASES ONLY)NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

Unknown

APR 27 2022
CLERK U.S. DISTRICT COURT
NORTHERN DISTRICT OF TEXAS**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

- | | | | | | |
|--|--|---|--|--|---|
| <input type="checkbox"/> 110 Insurance | <input type="checkbox"/> 310 Airplane | <input type="checkbox"/> 365 Personal Injury - Product Liability | <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 | <input type="checkbox"/> 422 Appeal 28 USC 158 | <input type="checkbox"/> 375 False Claims Act |
| <input type="checkbox"/> 120 Marine | <input type="checkbox"/> 315 Airplane Product Liability | <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability | <input type="checkbox"/> 690 Other | <input type="checkbox"/> 423 Withdrawal 28 USC 157 | <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) |
| <input type="checkbox"/> 130 Miller Act | <input type="checkbox"/> 320 Assault, Libel & Slander | <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability | | <input type="checkbox"/> 820 Copyrights | <input type="checkbox"/> 400 State Reapportionment |
| <input type="checkbox"/> 140 Negotiable Instrument | <input type="checkbox"/> 330 Federal Employers' Liability | <input type="checkbox"/> 370 Other Fraud | | <input type="checkbox"/> 830 Patent | <input type="checkbox"/> 410 Antitrust |
| <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment | <input type="checkbox"/> 340 Marine | <input type="checkbox"/> 371 Truth in Lending | | <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application | <input type="checkbox"/> 430 Banks and Banking |
| <input type="checkbox"/> 151 Medicare Act | <input type="checkbox"/> 345 Marine Product Liability | <input type="checkbox"/> 380 Other Personal Property Damage | | <input type="checkbox"/> 840 Trademark | <input type="checkbox"/> 450 Commerce |
| <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) | <input type="checkbox"/> 350 Motor Vehicle | <input type="checkbox"/> 385 Property Damage Product Liability | | <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 | <input type="checkbox"/> 460 Deportation |
| <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits | <input type="checkbox"/> 355 Motor Vehicle Product Liability | | <input type="checkbox"/> 710 Fair Labor Standards Act | <input type="checkbox"/> 861 HIA (1395ff) | <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations |
| <input type="checkbox"/> 160 Stockholders' Suits | <input type="checkbox"/> 360 Other Personal Injury | | <input type="checkbox"/> 720 Labor/Management Relations | <input type="checkbox"/> 862 Black Lung (923) | <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) |
| <input type="checkbox"/> 190 Other Contract | <input type="checkbox"/> 362 Personal Injury - Medical Malpractice | | <input type="checkbox"/> 740 Railway Labor Act | <input type="checkbox"/> 863 DIWC/DIWW (405(g)) | <input type="checkbox"/> 485 Telephone Consumer Protection Act |
| <input type="checkbox"/> 195 Contract Product Liability | | | <input type="checkbox"/> 751 Family and Medical Leave Act | <input type="checkbox"/> 864 SSID Title XVI | <input checked="" type="checkbox"/> 490 Cable/Sat TV |
| <input type="checkbox"/> 196 Franchise | | | <input type="checkbox"/> 790 Other Labor Litigation | <input type="checkbox"/> 865 RSI (405(g)) | <input type="checkbox"/> 850 Securities/Commodities/Exchange |
| <input type="checkbox"/> 210 Land Condemnation | <input type="checkbox"/> 440 Other Civil Rights | <input type="checkbox"/> 463 Alien Detainee | <input type="checkbox"/> 791 Employee Retirement Income Security Act | <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) | <input type="checkbox"/> 890 Other Statutory Actions |
| <input type="checkbox"/> 220 Foreclosure | <input type="checkbox"/> 441 Voting | <input type="checkbox"/> 510 Motions to Vacate Sentence | | <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609 | <input type="checkbox"/> 891 Agricultural Acts |
| <input type="checkbox"/> 230 Rent Lease & Ejectment | <input type="checkbox"/> 442 Employment | <input type="checkbox"/> 530 General | | | <input type="checkbox"/> 893 Environmental Matters |
| <input type="checkbox"/> 240 Torts to Land | <input type="checkbox"/> 443 Housing/Accommodations | <input type="checkbox"/> 535 Death Penalty | | | <input type="checkbox"/> 895 Freedom of Information Act |
| <input type="checkbox"/> 245 Tort Product Liability | <input type="checkbox"/> 445 Amer. w/Disabilities - Employment | <input type="checkbox"/> 540 Mandamus & Other | <input type="checkbox"/> 462 Naturalization Application | | <input type="checkbox"/> 896 Arbitration |
| <input type="checkbox"/> 290 All Other Real Property | <input type="checkbox"/> 446 Amer. w/Disabilities - Other | <input type="checkbox"/> 550 Civil Rights | <input type="checkbox"/> 465 Other Immigration Actions | | <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision |
| | <input type="checkbox"/> 448 Education | <input type="checkbox"/> 555 Prison Condition | | | <input type="checkbox"/> 950 Constitutionality of State Statutes |
| | | <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement | | | |

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

49 USC 14706 Carmack Amendment

Brief description of cause:

Motor Carrier damage to cargo, to wit, 1965 Alfa Romeo GT

VII. REQUESTED IN COMPLAINT:☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.DEMAND \$
\$17,500CHECK YES only if demanded in complaint:
JURY DEMAND: ☒ Yes ☐ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE

April 26, 2022

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE